

## **Memorandum of Agreement**

This Memorandum of Agreement (hereinafter referred to as the "MOA") is entered into between the City of Central Falls, Rhode Island (hereinafter referred to as the "City") and the Central Falls Fire Fighters, Local 1485, International Associations of Fire Fighters, AFL-CIO (hereinafter referred to as the "Local"), and (collectively referred to as the "parties").

WHEREAS, the parties acknowledge that a Collective Bargaining Agreement (hereinafter referred to as the "CBA") exists between the parties and is dated July 1, 2017 to June 30, 2022; and

WHEREAS, the parties acknowledge that emergency dispatching for the Fire Department is currently performed within the Police Department and the duties are performed by civilian dispatchers that are members of the bargaining unit of AFSCME, Council 94, Local 1627, said civilian dispatchers are supervised within the chain of command of the Police Department; and

WHEREAS, the parties acknowledge that a dispute had arisen in the past between the parties regarding Fire Fighters being ordered by the City to perform dispatching duties, the parties further acknowledge that said dispute resulted in an arbitration ruling dated September 28, 2017 in which Fire Fighters shall not be ordered to perform dispatching duties; and

WHEREAS, the parties acknowledge that the City has experienced difficulties in maintaining adequate staffing of civilian employees to perform dispatching duties; and

WHEREAS, the parties acknowledge that the above-cited difficulties regarding adequate staffing of civilian dispatchers have created a potential safety concern for the City in providing adequate dispatching for the Fire Department; and

WHEREAS, the parties acknowledge that in an effort to mitigate the safety concerns as cited-above and to assist the City in providing adequate emergency dispatching for the Fire Department, the parties have agreed to enter into this MOA.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally and equitably bound hereby, the City and the Local agree as follows:

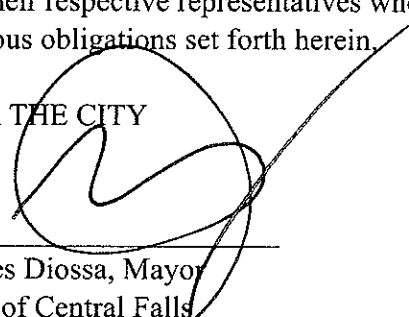
1. The parties agree that Fire Fighters shall be allowed to perform emergency dispatch duties while the City transitions to Part-time fire dispatchers.
2. The parties agree once the part-time dispatchers are established and working and there is a shift vacancy for said duties that the above-cited civilian dispatchers are unable to fill/cover the vacant shift shall be offered to a Fire Fighter who is off

duty and shall be compensated at their hourly overtime rate accordance with the CBA.

3. The parties agree that the term Fire Fighter utilized in this MOA has the applicable meaning of all members of the Fire Department regardless of rank.
4. The Parties agree that Fire Fighters who perform dispatch duties as described in Section 1 of this MOA, must be off duty from their regular scheduled shift and they shall not be counted toward the minimum platoon staffing. Fire Fighters who perform dispatch duties shall be compensated at their hourly overtime rate in accordance with the CBA, the said filling/covering of the above-cited dispatch duties shall be offered to all Fire Fighters by the current practice for filling overtime.
5. The parties agree that when Fire Fighters are utilized to fulfill dispatch duties in accordance with the terms of this MOA, said Fire Fighters shall be supervised within the chain of command of the Fire Department.
6. The parties agree that this MOA shall be for a term of one (1) year from the date of execution, the parties further agree that the terms of this MOA can be extended through mutual consent.
7. The parties agree that this MOA shall be subject to the grievance and arbitration provisions within the CBA, for said enforcement of this MOA.
8. The parties agree that this MOA shall not be considered a past practice of the parties nor precedent setting and cannot be used by either party in any legal forum, court, arbitration, etc., except for the enforcement of this said MOA.

IN WITNESS WHEREOF, the City and the Local have caused this MOA to be executed by their respective representatives who have actual authority to bind and enter into the various obligations set forth herein.

FOR THE CITY

  
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James Diossa, Mayor  
City of Central Falls

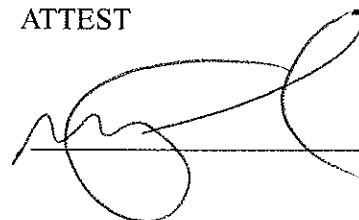
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FOR THE LOCAL

  
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ATTEST

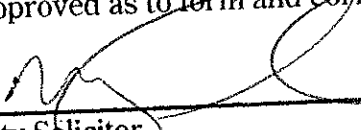
  
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Michael Andrews, President  
Local 1485, IAFF, AFL-CIO

DATE

12/4/17

Approved as to form and correctness

  
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City Solicitor